

**CITY OF BATTLE CREEK, MICHIGAN  
 NOTICE OF INVITATION FOR BIDS  
 IFB #2018-005B  
 BUS SHELTER GLASS REPLACEMENT**

**IFB DUE DATE and TIME:** **December 19, 2017, 2:00 pm local time** (see pre-bid meeting information below). All bids will be publicly opened promptly upon the bid due date and time, and read aloud at the address listed below in "Bid Submittal." All interested parties are invited to attend.

**BID SUBMITTAL:** Submit bids to Purchasing Department Room 214, City Hall, 10 N. Division Street, Battle Creek, Michigan 49014 on or prior to the exact time and date indicated above. Bids must be submitted in a sealed envelope with the IFB number, the due date/time and the bidder's name and address clearly indicated on the envelope. The prevailing clock shall be [www.time.gov](http://www.time.gov). Late bids shall not be considered.

**DEADLINE FOR QUESTIONS:** **December 7, 2017, 5:00pm.**

Direct questions to Merritt Wilson, 269-966-3355 ext. 1710, or by email [mgwilson@battlecreekmi.gov](mailto:mgwilson@battlecreekmi.gov). Questions and the City's answers will be communicated via addendum, and sent to all bidders known to have received the original IFB, and also posted on the City's website.

**PROJECT DESCRIPTION:** The City of Battle Creek will accept sealed bids from qualified, licensed vendors to remove and replace glass panels in Battle Creek Transit bus shelters within the Battle Creek service area.

<p><b>PRE-BID CONFERENCE:</b>   <b>November 28, 2017, 9:00am EST</b>          Transit Building 339 W. Michigan, Battle Creek</p>	<p><b>FUNDING:</b> This project is funded by Federal Transit Authority through MDOT. The selected party, "contractor," may have to have a third party subcontract reviewed by MDOT.</p>
<p><b>TECHNICAL QUESTIONS OR SITE VISITATION:</b>           Merritt Wilson          269-966-3355 ext. 1710  <a href="mailto:mgwilson@battlecreekmi.gov">mgwilson@battlecreekmi.gov</a></p>	<p><b>This box left intentionally blank.</b></p>
<p><b>BID BOND:</b>           NOT REQUIRED FOR THIS PROJECT</p>	<p><b>FEE:</b> No fee   <b>IFB ISSUE DATE: November 6, 2017</b></p>
<p><b>PERFORMANCE/LABOR/MATERIALS BONDS:</b>           NOT REQUIRED FOR THIS PROJECT</p>	<p><b>ADDENDA:</b> Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.</p>

Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety (90) days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, for sound, documentable business reasons, should it be deemed in its best interest to do so.

## SECTION I - SPECIAL INFORMATION FOR BIDDERS

### 1. General Contract Specification

The following sections of the General Contract Specifications BC-19-08, will be applicable for this contract General Instructions to Bidders and General Conditions of City Contracts.

### 2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

Addenda to bidding documents  
MDOT Prime Contract #2012-0040/P11  
The Contract Drawings  
The Contract Special Provisions  
The Contract Special Instructions  
The Contract Special Conditions  
The City of Battle Creek General Contract 19-08

### 3. Special Conditions

The purpose of Special Conditions, Special Instructions, and Project Specifications are to change, delete, clarify or add to General Conditions, General Instructions or General Specifications found in GENERAL CONTRACT SPECIFICATIONS BC 19-08, issued 1998. Only those items addressed in Special Conditions, Special Instructions, or Project Provisions are affected. All other conditions in General Conditions, General Instructions and General Specifications still apply. Special Conditions, Special Instructions, Project Specifications, supersedes General Conditions, General Instructions and General Specifications, and in all cases shall take precedence. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.

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### 8. Liquidated Damages

None

### 9. Listing of Subcontractors

Bidders must list in the appropriate place in their proposal the names of all subcontractors and major suppliers that will be used in the construction of the project. Failure to list subcontractors may be cause for rejection of the Bidder's proposal as non-responsive.

### 11. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer

MDOT Prime contract authorization number #2012-0040/P11

any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

12. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability: Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate) Property Damage	\$1,000,000 each occurrence
or Combined Single Limit	\$2,000,000
Automobile Liability: Bodily Injury	\$ 300,000 each person
Liability	\$ 500,000 each occurrence
Property Damage	\$ 500,000
or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an **additional insured** on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 214, Battle Creek, MI 49014.

13. Contract Type: This IFB will result in a firm, fixed price contract.

14. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. These costs shall be included in the bid price.

15. The City of Battle Creek has established a Minority Contract Compliance Program for bidders doing business with the City of Battle Creek in excess of \$10,000 in any given fiscal year.

16. Michigan Constitutional Requirement:

- a). Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, the City and its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract.
- b). This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract.
- c). In the event of conflict between any term of this Contract and this section, the language of this section shall control.

17. The applicable Federal clauses for materials and supplies less than \$100,000 are incorporated as a material part of this contract. Federal clauses prevail in all cases of conflicts involving documents in this contract.

18. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. Protests about specifications must be received ten (10) days before the proposal due date. Post award protests may be received by the City at any time after bid opening, but not later than ten (10) working days after notification to all bidders of the contract award decision. The

City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the Federal Transit Administration.

19. GOVERNING DOCUMENT: The contractor shall be governed by all the terms and conditions of MDOT Prime Contract 2012-0040/P11, including any amendments to the original Prime Contract. In the event of a conflict between the terms and conditions of the any document and those of the Prime Contract, the terms and conditions of the Prime Contract and associated amendments shall prevail.

20. PAYMENT: City shall make payment to the Contractor within 10 days of the receipt of payment from MDOT.

21. Contractor agrees that the costs reported to the City for this contract will represent only those items that are properly chargeable in accordance with the Prime contract. The Contractor also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the Prime Contract that apply to the reporting costs incurred under the terms of the Prime Contract.

22. The Contractor certifies that it agrees to use the E-Verify system to verify that all persons it hires during the contract term are legally present and authorized to work in the United States.

23. EQUALS: Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions will be evaluated in the event that bid is the lowest bid, as a part of the bid review process. Bidders submitting an alternative bid, must include with their bid a clear explanation of how their product is equal to form, function, and quality of that which was specified in the solicitation. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase. The City has the sole right to determine what constitutes an equal, and its decision shall be final.

## SECTION II – SPECIFICATIONS

Battle Creek Transit has multiple shelters throughout the city. These shelters provide a place for customers to shield themselves from the elements while waiting for a bus. There are 16 shelters currently in need of removal and replacement of glass panels.

There are 16 shelters currently in need of removal and replacement of glass panels. The individual panels that will need replacement will be clearly indicated with green tape on each panel, so visits to each site will be necessary and submission of a bid certifies that the bidder has made these visits and taken all measurements.

The price shall include the cost of tempered glass or Lexan as indicated, specifically for each shelter on list provided. The price shall be all-inclusive of, but not limited to, all travel related expenses, labor, materials, hardware, and cleanup and disposal of debris created as part of this job at each shelter location. Vendor shall maintain a safe, clean, and professional working environment as customers may still be using the bus stop at the shelter location while the vendor is working. Vendor shall make sure measurements of each panel are correct and quote appropriately based on those measurements.

This project is grant-funded; therefore, Battle Creek Transit requires each item price to include what the cost would be for replacing panels at EACH shelter. Battle Creek reserves the right to select which shelters will be done in an effort to prioritize which shelters will be able to be completed within the allotted funding available.

A list of shelters and locations can be found on the price page, and photos found in ATTACHMENT C. Each shelter has a description of how many panel pieces are to be replaced and by what type of material (tempered glass or Lexan).

Travel costs cannot exceed the State of Michigan's vehicle and travel rates. Current travel rates can be found on the Department of Technology, Management and Budget's website at:  
[http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html).

**PRICE SHEET (Submit with bid)**

Item	Description	Price
1	<b>WEST MICHIGAN BY URBANDALE MCDONALDS (1695 Michigan Avenue)</b> Replace the 4 missing pieces with OEM thickness tempered glass	\$
2	<b>WEST MICHIGAN IN FRONT OF URBANDALE PLAZA (1525 Michigan Avenue)</b> Remove all 9 pieces of Plexiglas and install tempered glass and new gaskets	\$
3	<b>WEST STREET IN FRONT OF WESTBROOK PLACE (183 West Street)</b> Remove all 9 pieces and replace with tempered glass	\$
4	<b>CORNER OF HIGHLAND AND COLUMBIA (by Planet Fitness)</b> Replace 1 piece with OEM thickness tempered glass	\$
5	<b>RIVERSIDE DRIVE BY GOLF COURSE (Across from 424 Riverside Drive)</b> Remove all 7 pieces and replace with tempered glass	\$
6	<b>ON WASHINGTON STREET BY CHAMPION STREET (East side of street)</b> Replace 4 pieces with OEM thickness tempered glass	\$
7	<b>ON WASHINGTON STREET BY CHAMPION STREET (West side of street)</b> Remove all 9 pieces and replace with tempered glass	\$
8	<b>ROOSEVELT AVE AT SPRINGVIEW DRIVE (Across from Omni Bank)</b> Replace the 1 piece with OEM thickness tempered glass	\$
9	<b>NE CAPITAL AT CLAY STREET (By Cherry Hill Manor)</b> Remove all glass and replace with 8 pieces of OEM thickness tempered glass	\$
10	<b>NE CAPITAL IN FRONT OF BAILEY PARK APARTMENTS (1417 Capital Ave NE)</b> Remove all glass and replace with 8 pieces of tempered glass	\$
11	<b>SW CAPITAL IN FRONT OF NINA'S TAQUERIA (248 Capital Ave SW)</b> Install 8 pieces of ¼ inch Lexan	\$
12	<b>SW CAPITAL AT FAMILY FARE SIGN &amp; CITGO STATION (737 Capital Ave SW)</b>	\$

	Remove the 6 fogged up pieces and replace with 6 pieces of OEM thickness tempered glass	
<b>13</b>	<b>SW CAPITAL AT CHRIST COMMUNITY CHURCH (3142 Capital Ave SW)</b> Replace 6 pieces with OEM tempered glass	\$
<b>14</b>	<b>GLENN CROSS ROAD AT TEAL RUN</b> Remove all pieces of glass and install 10 pieces with ¼ inch Lexan	\$
<b>15</b>	<b>VA HOSPITAL (5500 Armstrong Road)</b> Remove all pieces and replace with 13 pieces of OEM tempered glass	\$
<b>16</b>	<b>DICKMAN ROAD AT BROOKSIDE APARTMENTS (4201 W Dickman Rd)</b> Remove all glass and replace 8 pieces with tempered glass	\$

**TOTAL PRICE:** \$ \_\_\_\_\_

*\*All-Inclusive price bid includes, but not limited to, installation, labor, overhead, profit, materials, shipping, etc.*

Award will be to the lowest **TOTAL PRICE** although the City of Battle Creek may choose not to proceed with procuring all of the replacement panels if deemed in the best interest of the City.

In the event that more panels need replacing after bid award than what is specified here, provide a not-to-exceed, all-inclusive per-panel price to remove and replace one panel:

\$ \_\_\_\_\_

**SECTION III – OFFER TO CONTRACT**

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefore the sums set forth BELOW;

**Total all-inclusive, not-to-exceed LUMP SUM price \$** \_\_\_\_\_  
Compensation for the services will be on a lump sum basis in the amount listed above, as set forth above.

**COMPLETION**

Project shall be **completed** and **invoiced** by **April 1, 2018 9:00am**. Send invoice to:

Donna Hutchison  
Battle Creek Transit  
339 W. Michigan  
Battle Creek, MI 49014

**BIDDER'S SIGNATURE**

Complete the "Offer" portion of the following page:



### OFFER TO CONTRACT:

**TO THE CITY OF BATTLE CREEK:** We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We agree to complete the contract within the times specified in this Invitation for Bid.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).**

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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### ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2018-005B. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.



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 NOTICE OF INVITATION FOR BIDS  
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15. The City of Battle Creek has established a Minority Contract Compliance Program for bidders doing business with the City of Battle Creek in excess of \$10,000 in any given fiscal year.

16. Michigan Constitutional Requirement:

- a). Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, the City and its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract.
- b). This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract.
- c). In the event of conflict between any term of this Contract and this section, the language of this section shall control.

17. The applicable Federal clauses for materials and supplies less than \$100,000 are incorporated as a material part of this contract. Federal clauses prevail in all cases of conflicts involving documents in this contract.

18. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. Protests about specifications must be received ten (10) days before the proposal due date. Post award protests may be received by the City at any time after bid opening, but not later than ten (10) working days after notification to all bidders of the contract award decision. The

City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the Federal Transit Administration.

19. GOVERNING DOCUMENT: The contractor shall be governed by all the terms and conditions of MDOT Prime Contract 2012-0040/P11, including any amendments to the original Prime Contract. In the event of a conflict between the terms and conditions of the any document and those of the Prime Contract, the terms and conditions of the Prime Contract and associated amendments shall prevail.

20. PAYMENT: City shall make payment to the Contractor within 10 days of the receipt of payment from MDOT.

21. Contractor agrees that the costs reported to the City for this contract will represent only those items that are properly chargeable in accordance with the Prime contract. The Contractor also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the Prime Contract that apply to the reporting costs incurred under the terms of the Prime Contract.

22. The Contractor certifies that it agrees to use the E-Verify system to verify that all persons it hires during the contract term are legally present and authorized to work in the United States.

23. EQUALS: Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions will be evaluated in the event that bid is the lowest bid, as a part of the bid review process. Bidders submitting an alternative bid, must include with their bid a clear explanation of how their product is equal to form, function, and quality of that which was specified in the solicitation. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase. The City has the sole right to determine what constitutes an equal, and its decision shall be final.

## SECTION II – SPECIFICATIONS

Battle Creek Transit has multiple shelters throughout the city. These shelters provide a place for customers to shield themselves from the elements while waiting for a bus. There are 16 shelters currently in need of removal and replacement of glass panels.

There are 16 shelters currently in need of removal and replacement of glass panels. The individual panels that will need replacement will be clearly indicated with green tape on each panel, so visits to each site will be necessary and submission of a bid certifies that the bidder has made these visits and taken all measurements.

The price shall include the cost of tempered glass or Lexan as indicated, specifically for each shelter on list provided. The price shall be all-inclusive of, but not limited to, all travel related expenses, labor, materials, hardware, and cleanup and disposal of debris created as part of this job at each shelter location. Vendor shall maintain a safe, clean, and professional working environment as customers may still be using the bus stop at the shelter location while the vendor is working. Vendor shall make sure measurements of each panel are correct and quote appropriately based on those measurements.

This project is grant-funded; therefore, Battle Creek Transit requires each item price to include what the cost would be for replacing panels at EACH shelter. Battle Creek reserves the right to select which shelters will be done in an effort to prioritize which shelters will be able to be completed within the allotted funding available.

A list of shelters and locations can be found on the price page, and photos found in ATTACHMENT C. Each shelter has a description of how many panel pieces are to be replaced and by what type of material (tempered glass or Lexan).

Travel costs cannot exceed the State of Michigan's vehicle and travel rates. Current travel rates can be found on the Department of Technology, Management and Budget's website at:  
[http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html).

**PRICE SHEET (Submit with bid)**

Item	Description	Price
1	<b>WEST MICHIGAN BY URBANDALE MCDONALDS (1695 Michigan Avenue)</b> Replace the 4 missing pieces with OEM thickness tempered glass	\$
2	<b>WEST MICHIGAN IN FRONT OF URBANDALE PLAZA (1525 Michigan Avenue)</b> Remove all 9 pieces of Plexiglas and install tempered glass and new gaskets	\$
3	<b>WEST STREET IN FRONT OF WESTBROOK PLACE (183 West Street)</b> Remove all 9 pieces and replace with tempered glass	\$
4	<b>CORNER OF HIGHLAND AND COLUMBIA (by Planet Fitness)</b> Replace 1 piece with OEM thickness tempered glass	\$
5	<b>RIVERSIDE DRIVE BY GOLF COURSE (Across from 424 Riverside Drive)</b> Remove all 7 pieces and replace with tempered glass	\$
6	<b>ON WASHINGTON STREET BY CHAMPION STREET (East side of street)</b> Replace 4 pieces with OEM thickness tempered glass	\$
7	<b>ON WASHINGTON STREET BY CHAMPION STREET (West side of street)</b> Remove all 9 pieces and replace with tempered glass	\$
8	<b>ROOSEVELT AVE AT SPRINGVIEW DRIVE (Across from Omni Bank)</b> Replace the 1 piece with OEM thickness tempered glass	\$
9	<b>NE CAPITAL AT CLAY STREET (By Cherry Hill Manor)</b> Remove all glass and replace with 8 pieces of OEM thickness tempered glass	\$
10	<b>NE CAPITAL IN FRONT OF BAILEY PARK APARTMENTS (1417 Capital Ave NE)</b> Remove all glass and replace with 8 pieces of tempered glass	\$
11	<b>SW CAPITAL IN FRONT OF NINA'S TAQUERIA (248 Capital Ave SW)</b> Install 8 pieces of ¼ inch Lexan	\$
12	<b>SW CAPITAL AT FAMILY FARE SIGN &amp; CITGO STATION (737 Capital Ave SW)</b>	\$



	Remove the 6 fogged up pieces and replace with 6 pieces of OEM thickness tempered glass	
<b>13</b>	<b>SW CAPITAL AT CHRIST COMMUNITY CHURCH (3142 Capital Ave SW)</b> Replace 6 pieces with OEM tempered glass	\$
<b>14</b>	<b>GLENN CROSS ROAD AT TEAL RUN</b> Remove all pieces of glass and install 10 pieces with ¼ inch Lexan	\$
<b>15</b>	<b>VA HOSPITAL (5500 Armstrong Road)</b> Remove all pieces and replace with 13 pieces of OEM tempered glass	\$
<b>16</b>	<b>DICKMAN ROAD AT BROOKSIDE APARTMENTS (4201 W Dickman Rd)</b> Remove all glass and replace 8 pieces with tempered glass	\$

**TOTAL PRICE:** \$ \_\_\_\_\_

*\*All-Inclusive price bid includes, but not limited to, installation, labor, overhead, profit, materials, shipping, etc.*

Award will be to the lowest **TOTAL PRICE** although the City of Battle Creek may choose not to proceed with procuring all of the replacement panels if deemed in the best interest of the City.

In the event that more panels need replacing after bid award than what is specified here, provide a not-to-exceed, all-inclusive per-panel price to remove and replace one panel:

\$ \_\_\_\_\_

**SECTION III – OFFER TO CONTRACT**

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefore the sums set forth BELOW;

**Total all-inclusive, not-to-exceed LUMP SUM price \$** \_\_\_\_\_

Compensation for the services will be on a lump sum basis in the amount listed above, as set forth above.

**COMPLETION**

Project shall be **completed** and **invoiced** by **April 1, 2018 9:00am**. Send invoice to:

Donna Hutchison  
Battle Creek Transit  
339 W. Michigan  
Battle Creek, MI 49014

**BIDDER'S SIGNATURE**

Complete the "Offer" portion of the following page:

### OFFER TO CONTRACT:

**TO THE CITY OF BATTLE CREEK:** We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We agree to complete the contract within the times specified in this Invitation for Bid.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).**

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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### ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2018-005B. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

# **ATTACHMENT A – Subcontractor and DBE Form – submit with bid**

**I. YOUR FIRM'S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)?       YES       NO

Is your firm a WBE (at least 51% woman ownership)?       YES       NO

Are you subcontracting any part of this project?       YES       NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

**III. DBE RECRUITMENT ACTIVITY LOG:** List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

**MATERIALS AND SUPPLIES  
LESS THAN \$100,000**

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The { }, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any { City of Battle Creek }, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

(1) The AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

The CONTRACTOR acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the CONTRACTOR's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate. (2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**ACCESS TO THIRD PARTY CONTRACT RECORDS**

The AGENCY agrees to require, and assures that its CONTRACTOR require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its subcontractors require, their

third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

### **CHANGES TO FEDERAL REQUIREMENTS**

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

### **TERMINATION (For projects over \$10,000)**

**a. Termination for Convenience (General Provision)** The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to AGENCY to be paid. If the CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AGENCY directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that AGENCY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by AGENCY shall not limit AGENCY 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the

payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

**g. Termination for Default (Transportation Services)** If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of AGENCY goods, the CONTRACTOR shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The CONTRACTOR and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

**h. Termination for Default (Construction)** If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the AGENCY resulting from the CONTRACTOR's refusal or failure to complete the work within specified time, whether or not the CONTRACTOR's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work. The CONTRACTOR's right to proceed shall not be terminated, nor the CONTRACTOR charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the AGENCY, acts of another CONTRACTOR in the performance of a contract with the CONTRACTOR, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the AGENCY in writing of the causes of delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

a. If, after termination of the CONTRACTOR's right to proceed, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CONTRACTOR.

**i. Termination for Convenience or Default (Architect and Engineering)** The AGENCY may terminate this contract in whole or in part, for the CONTRACTOR's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CONTRACTOR, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the CONTRACTOR shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The AGENCY may terminate this contract, or any portion of it, by serving a notice or termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the CONTRACTOR by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR. If the termination is for the convenience of the AGENCY, the CONTRACTOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the AGENCY determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

#### **CIVIL RIGHTS (For projects over \$10,000)**

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

**a. Nondiscrimination in Federal Public Transportation Programs.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

**b. Nondiscrimination – Title VI of the Civil Rights Act.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42



U.S.C. § 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. **Equal Employment Opportunity.** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) **General.** The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the CONTRACTOR agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. **Nondiscrimination on the Basis of Sex.** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in

Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. **Nondiscrimination on the Basis of Age.** The CONTRACTOR agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§

1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. **Access to Services for Persons with Limited English Proficiency.** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

h. **Environmental Justice.** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

i. **Other Nondiscrimination Laws.** The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### **DISADVANTAGED BUSINESS ENTERPRISE**

To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.

The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the CONTRACTOR's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative agreement for the Project. The CONTRACTOR agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

#### **DEBARMENT AND SUSPENSION (For projects over \$25,000)**

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S.

DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <https://www.sam.gov/portal/public/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

### **CARGO PREFERENCE REQUIREMENTS (FOR PROPERTY TRANSPORTED BY OCEAN VESSEL)**

**Use of United States-Flag Vessels** - The CONTRACTOR agrees in compliance with 46 U.S.C. 1241/46 CFR Part 381:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MDOT (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)**

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

### **ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

### **PREFERENCE FOR RECYCLED PRODUCTS (CONTRACTS FOR ITEMS DESIGNATED BY EPA, WHEN PROCURING \$10,000 OR MORE PER YEAR)**

To the extent applicable, the CONTRACTOR agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that

conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

**NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)**

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**ACCESS FOR INDIVIDUALS WITH DISABILITIES**

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**STATE, TERRITORIAL, AND LOCAL LAW**

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law, regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

**ATTACHMENT C – PHOTOS OF GLASS TO BE REPLACED**



ITEM 1

Route 1W  
W. Michigan @  
McDonalds (1695  
Michigan Avenue in  
Urbandale)



ITEM 2

Route 1W  
W. Michigan @ Plaza  
(1525 Michigan  
Avenue in  
Urbandale)



ITEM 3

Route 2E

West Street @  
Westbrook Apt.  
(183 West Street)



ITEM 4

Route 2W

Highland @ Columbia  
(by Planet Fitness)



ITEM 5

Route 2W

Riverside @ Golf Course  
(across from 424 Riverside  
Drive)



ITEM 6

Route 3W

Washington @ Fed Ctr  
(East side of street)





ITEM 7

Route 3W

Washington @ Champion  
(West side of street)



ITEM 8

Route 3W

Roosevelt @ Springview  
(across from Omni Bank)



ITEM 9

Route 4N

NE Capital at Clay  
Street (by Cherry Hill  
Manor)



ITEM 10

Route 4N

NE

Bailey Park Apt.  
(1417 Capital Ave NE)



ITEM 11

Route 4S

Capital @ Nina's  
(248 Capital SW)



ITEM 12

Route 4S

Capital at Family Fare  
Drive  
(737 Capital Av SW)



ITEM 13

Route 4S

Capital @ Christ  
Community Church  
(3142 Capital Ave SW)



ITEM 14

Route 4S

Glenn Cross Rd @ Teal  
Run Apt.



ITEM 15

Route 5W

VA (Veterans Hospital)  
(5500 Armstrong Rd)



ITEM 16

Route 5W

Hill Brady @ Dickman @  
Brookside Apt.  
(4201 W Dickman Rd)